



WATER AND/OR WASTEWATER OVERSIZING AGREEMENT

THIS AGREEMENT TO BE COMPLETED PRIOR TO APPROVAL OF PLANS BY GRU

Applicant Name: _____ **Date:** _____

Development Name: _____
(The Project)

Description of Oversizing Requirements: (Please Be Specific)

Water Wastewater Reclaimed Water

Oversizing Reimbursement Amount: _____

The Applicant named above, is the developer of certain water distribution, wastewater pumping and/or wastewater collection facilities serving the above named project.

The City of Gainesville/Gainesville Regional Utilities, (GRU) has established policies within its Code of Ordinances including, but not limited to the provisions of Chapter 27 thereof to ensure the development of water distribution and wastewater collection systems which serve the public in a coordinated and efficient manner. The Ordinances prescribe the mechanisms to provide for necessary oversizing of developer constructed facilities.

The City through its utility system, Gainesville Regional Utilities (GRU), has requested the oversizing of certain of those water and/or wastewater facilities.

In consideration of the foregoing and the mutual promises set out below the parties agree to the following:

A) APPLICANT'S OBLIGATIONS:

1. Oversizing Cost Estimate: The Applicant shall provide GRU a written itemized cost estimate covering the minimum facilities required to serve the subject project and a written itemized cost estimate covering the actual facilities to be constructed. These estimates shall identify the incremental construction, engineering and finance costs associated with the requested oversizing. The estimates shall be signed and sealed by a Professional Engineer registered in the State of Florida attesting to the fact that the cost estimates are based upon the best available and most recent cost information for similar work. This estimate must be submitted to and approved by GRU prior to approval of plans by GRU or its designated engineer.
2. Installation: The Applicant agrees to construct all oversized facilities in accordance with the plans approved by GRU or its designated engineer.
3. Invoicing: The Applicant shall invoice GRU for the approved oversizing amount following completion of that portion of the water and/or wastewater facilities to be oversized within six months of the completion letter. The invoice shall not exceed the oversizing reimbursement amount agreed upon and shall be based upon the Contractor's actual final prices and quantities. The invoice shall be signed and sealed by a Professional Engineer registered in the State of Florida certifying to the validity of the contract prices and quantities. The final invoice amount will be subject to GRU concurrence.
4. Reimbursement: The Applicant understands that reimbursement for change orders or additions shall only be made for items which have received prior written approval from GRU. The Applicant agrees that there will be no compensation, monetary or otherwise, for the connection of additional properties to facilities installed by the Applicant and conveyed to GRU.

B) GAINESVILLE REGIONAL UTILITIES OBLIGATIONS:

1. Utilization: GRU in its sole discretion may, without restriction, utilize the water distribution and/or wastewater pumping and collection facilities in whatever manner necessary, in accordance with the GRU's policies, to provide and/or improve utility service to the subject project or the surrounding areas.
2. Estimate: GRU shall review the oversizing estimate and establish an eligible amount for reimbursement. The reimbursement amount is subject to the approval of GRU. The amount of the oversizing reimbursement may be adjusted by GRU in accordance with the procedures contained in the City of Gainesville Code of Ordinances.
3. Reimbursement: Following completion and acceptance by GRU of the water distribution and/or wastewater pumping and collection facilities constructed on the above named project(s) and upon receipt from the Applicant of an original written invoice to GRU, the engineer's certified cost estimate and the Contractor's final signed contract unit prices and quantities, and provided that all conditions of this Agreement have been satisfactorily met, GRU shall within 30 days of receipt of the request issue an approval for payment to GRU accounting.

DATED this _____ day of _____, 200__.

APPLICANT OR AUTHORIZED REPRESENTATIVE

Letter of Authorization to GRU required
if not signed by Applicant

By: _____
(Please Print)

Signature: _____

Title: _____

CITY OF GAINESVILLE

GAINESVILLE REGIONAL UTILITIES

By: _____
(Please Print)

Signature: _____

Title: _____

